

UNITED STATES BANKRUPTCY COURT, WESTERN DISTRICT OF WISCONSIN

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CHAPTER 13 PLAN (Individual Adjustment of Debts)

				(Original Plan				
		October 1	8 2023	A	Amended Plan (Indicate	1st, 2nd, etc.	Amended, if applic	able)	
					Modified Plan (Indicate	1st, 2nd, etc.	Modified, if applica	able)	
DEB'	TOR: Israel M	IcKinney		_ JOINT DE	BTOR: Jennifer McKin	ney	CASE NO.: 22-1	11558	
SS#:	xxx-xx- <u>2558</u>			SS#: xxx	x-xx- <u>8026</u>				
I.	NOTICE	<u>s</u>							
	To Debtor	and m	odified plans		al rules and judicial rulind upon all creditors and and another and and another and another and another and another and another and another another and another anothe				
	To Credito			affected by thi	is plan. You must file a t d.	timely proof	of claim in order to	be paid. Ye	our claim may
	To All Par				provisions other than the				st check one
part	ial payment or	r no payment	at all to the sec	cured creditor	ch may result in a		Included		Not included
	oidance of a ju in Section III	dicial lien or i	nonpossessory	, nonpurchase	-money security interest	, set	Included	1	Not included
		risions, set out	in Section VI	II			Included	1	Not included
	fees b specif period	eginning 30 d ied herein. Th I that is suffici	ays from the f e payments m ent to pay allo	iling/conversion ust be made for owed nonprior	ys for the benefit of the on date. Debtor(s) will nor the Applicable Committy unsecured claims in	nake payment itment Perioc full.	s by employer wag l, either 36 or 60 m	e order, un onths, or fo	less otherwise or a shorter
	7	\$165,000.00		<u>₩</u> 10 00	months; Antic	· onted	Ontober i	2023	paymen
	2.	\$15,000.00	for	*	months; ANTIC	Hauca	OCIDEC.		, 0
	3.	\$15,000.00	for	8	months;				
	4	\$20,750.00	for	39	months;				
	5.	\$0.00	for		months;				
	6.	\$0.00	for		months;				
	7.	\$0.00	for		months;				
	The to	tal amount of	estimated pay	ments to the tr	ustee: \$1,109,250.00				
	B. DEBT	TOR(S)' ATT	ORNEY'S FI	EE:	☐ NONE	PRO BO	ONO		
T	otal Fees:	\$30000	.00 T	otal Paid:	\$0.00	Balance Du	e: \$30000	0.00	
r	Payable	\$0.00	/month (N	Ionths	to)				
A	Attorney fees s	subject to Cou	rt Approval						

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Debtor(s): Israel McKinney, Jennifer McKinney Case number: 22-11558

I. TREATMENT OF SECURED CLA	<u>JMS</u>						
A. <u>SECURED CLAIMS</u> : NONE							
[Retain Liens pursuant to 11 U.S.C. §1	1325 (a)(5)] Mortgage(s)/Lien on Real or Personal Property:						
1. Creditor: Marine Credit Union							
Address: Attn: Bankruptcy	Arrearage/ Payoff on Petition Date 307,000.00						
Po Box 309 Onalaska WI 54650	Regular Payment (Direct) \$3,964.26 /month						
Olialaska W1 54050							
Account No.:							
Other: Claim has been paid in full b	Claim has been paid in full by Sale						
Real Property	Check one below for Real Property:						
Principal Residence	Escrow is included in the regular payments						
Other Real Property	The debtor(s) will pay taxes insurance directly						
Address of Collateral:							
W5441 Innsbruck Rd West Salem, WI 54	4669						
Personal Property/Vehicle							
Description of Collateral:							
2. Creditor: Internal Revenue Service							
Address: PO Box 7346	Arrearage/ Payoff on Petition Date 309,801.19						
Philadelphia PA 19101-7346	Regular Payment (Maintain) \$4,434.33 /month						
Account No.:							
Other: See Non-Standard Provision	sion Below						
Real Property	Check one below for Real Property:						
Principal Residence	Escrow is included in the regular payments						
Other Real Property	The debtor(s) will pay taxes insurance directly						
Address of Collateral:							
W5441 Innsbruck Rd West Salem, WI 54	4669						
Personal Property/Vehicle							
1							
Description of Collateral: All Assets	AL. FINOR						
B. VALUATION OF COLLATER.	_						
	ORITY CLAIMS [as defined in 11 U.S.C. § 507 and 11 U.S.C. § 1322(a)(4)]						
	HER THAN DEBTORS(S)' ATTORNEY'S FEE: NONE						
B. PRIORITY TAX CLAIMS:	□ NONE						
Total Due: \$639,028.72	Total Payment \$639,028.72						
Payable	onth						

C. DOMESTIC SUPPORT OBLIGATION(S): IN NONE

D. OTHER: I NONE

V. TREATMENT OF UNSECURED NONPRIORITY CREDITORS

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	Main Document Page 3 of 14 Debtor(s): Israel McKinney, Jennifer McKinney Case number: 22-11558
Α.	Pay \$0.00 /month
	Pro rata dividend will be calculated by the Trustee upon review of filed claims after bar date.
n	
В.	If checked, the Debtor(s) will amend/modify to pay 100% to all allowed unsecured nonpriority claims.
	SEPARATELY CLASSIFIED: NONE
	ebtor(s) certify the separate classification(s) of the claim(s) listed above will not prejudice other unsecured nonpriority creditors suant to 11 U.S.C. § 1322.
-	CUTORY CONTRACTS AND UNEXPIRED LEASES: Secured claims filed by any creditor/lessor granted stay relief in
	section shall not receive a distribution from the Chapter 13 Trustee.
	■ NONE
INC	OME TAX RETURNS AND REFUNDS: I NONE
NON	I-STANDARD PLAN PROVISIONS [NONE
	Nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void.
cl al ho to an m	III)(A)(2) - The Internal Revenue Service has a secured claim in the amount of \$412,301.19 pursuant to the amended proof of laim. Debtors are surrendering their interest in their homestead (IRS has pending motion for relief to recoup any excess proceeds bove and beyond the Marine Credit Union 1st mortgage). The Debtors' schedules included an amount of \$102,500.00 in omestead value attributed to the IRS secured claim. Accordingly, and based upon the surrender of that asset and ability for IRS or recoup on its claim outside of the plan, the secured claim shall be reduced to \$309,801.19. This secured claim shall be mortized over 90 months at 7.0% interest for a monthly payment of \$4,434.33. Until the plan is confirmed, the Debtors shall make an adequate protection payment of \$4,434.33, which will be effective April 2023. Upon confirmation, the Debtors will continue the monthly payment of \$4,434.33 and that payment shall continue upon the conclusion of the chapter 13 plan and until aid in full. See attached post-plan agreement.
1) m 2) pa 3) ta un cc 4) by 91 qu	The Debtors and IRS further agree to the following: No IRS debts will be discharged until after the 90 months (or satisfaction of the IRS secured claim if it occurs prior to 90 nonths. Post-Petition interest on the IRS priority portion will be discharged only if Debtors make and complete the 30 additional ayments required to satisfy the secured claim. Debtors must stay current on their post-petition taxes (including timely filing of returns, timely payment of estimated quarterly axes, and timely payment of any payment shortfalls) during the additional 30 months of secured claim payments or else the inpaid portion of all the taxes (priority and general unsecured) will be deemed not discharged by any discharge entered upon the completion of the plan. Should Debtors miss 2 consecutive plan payments, and not sure those payments within (7) days of notification to their counsely email, the automatic stay shall terminate without the need for a further motion or order. Debtors must stay current on all post-petition tax obligations, including timely filing of returns an timely payment of estimated unarterly taxes (along with any shortfall paid with a timely return) or the case will be dismissed upon the filing of an affidavit by RS.
,	(V)(B) - The priority claim includes the current priority tax obligations to the IRS and Wisconsin Department of Revenue. An

outstanding tax obligation as previously agreed with the IRS. All future tax obligations will be paid directly by the Debtor to the

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taxing authorities.

☐ Mortgage Modification Mediation

VI.

VII. VIII.

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Debtor(s): Israel McKinney, Jennifer McKinney Case number: 22-11558

PROPERTY OF THE ESTATE WILL VEST IN THE DEBTOR(S) UPON PLAN CONFIRMATION.

I declare that the foregoing chapter 13 plan is true and correct under penalty of perjury.

s/Israel McKinney	Debtor Octobe	r 20, 2023	s/Jennifer McKinney	Joint Debtor	October 20, 2023
Israel McKinney		Date	Jennifer McKinney		Date
s/Greg P. Pittman	October 20,	2023			
Attorney with permission to sign or Debtor(s)' behalf	D D	ate	-		

By filing this document, the Attorney for Debtor(s) or Debtor(s), if not represented by counsel, certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in Local Form Chapter 13 Plan and the plan contains no nonstandard provisions other than those set out in paragraph VIII.

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POST-PLAN AGREEMENT

Jennifer and Israel McKinney (the McKinneys) and the Internal Revenue Service (IRS), through their respective counsel, enter into this agreement regarding continued payments on the McKinneys' tax liability to the IRS. The following Recitals are to explain the genesis of this agreement and may be used to construe it but any factual error shall not be a ground to alter or modify the Terms.

Recitals

The McKinneys jointly filed for Chapter 13 bankruptcy on September 27, 2022, in the Western District of Wisconsin Bankruptcy Court, Case No. 22-11558.

- 1. The IRS filed in the case a proof of claim for \$1,426,365.43, consisting of a secured component of \$533,484.82, a priority component of \$555,622.65, and a general unsecured component of \$337,257.96. Following the filing of the bankruptcy case, the IRS received funds that it has applied to the tax debt, including funds from the Chapter 13 Trustee that Jennifer McKinney paid in a previously-dismissed Chapter 13 case, funds from the levy of an IRA account, funds consisting of Israel McKinney's 2022 tax refund, sale proceeds from the sale of the McKinneys' homestead, and adequate protection payments made during the 22-11558 Chapter 13 case.
- 2. In the McKinneys' proposed Chapter 13 plan, they propose to pay the priority claim in full over the five-year plan term. They propose to pay the secured claim in full over ninety months at 7.0% interest, in monthly payments but the parties recognize that the plan itself cannot extent beyond 60 months and so payments due after that must be agreed to outside the plan. To effectuate that agreement and also to aid in confirmation of the plan, the parties agree as follows:

Terms

- 1. The McKinneys shall propose a plan that provides for a term of 60 months with an anticipated completion of September 2027 (the Plan). The Plan will pay the secured and unsecured tax claims of the IRS in part specifically (a) the priority unsecured claims shall be paid in full through the Plan (with prepetition interest but excluding post-petition interest); (b) the secured claim will be paid by making installment payments during the plan term equal to the amount needed to amortize the secured debt over 90 months at 7% interest compounded monthly pursuant to 11 U.S.C. § 511; and (c) the unsecured general (non-priority claim) will share *pro rata* with other claims of that class whatever amounts are distributed by the chapter 13 trustee toward general unsecured claims.
- 2. Upon timely completion of the Plan, any remaining tax liability shall be nondischargeable under 11 U.S.C. § 523(a)(1)(C), but any unpaid balance shall be forgiven as provided below if the McKinneys continue making monthly payments toward the secured claim, starting on [November 1, 2027], and continuing every month on or before the 1st of that month until all 90 monthly payments toward the secured claim have been made (inclusive of those made during the plan term pursuant to the Plan and those made thereafter pursuant to this Agreement). The payments during the plan term will be made by the chapter 13 trustee and the payments made after the plan term will be made directly to IRS by instructions to be provided.
- 3. Each of the McKinneys shall remain current with all post-petition tax obligations, including filing returns timely and paying the tax shown thereon to the extent not satisfied by withholdings or quarterly estimated prepayments.

- 4. If there is no (uncured) default by either of the McKinneys of the above terms during the Plan or after the Plan during the period of continued monthly payments on the secured tax debt, then the remaining balance of the tax liability will be waived and marked satisfied and deemed discharged, despite being otherwise excepted from discharge under 11 U.S.C. § 523(a)(1)(C).
 - a. Any default consisting of a missed payment may be cured by making payment within ten days of notice of default, except that if three monthly payments are missed, no notice or opportunity to cure shall be required and the United States may declare the entire then-existing tax liability fully due and owing and pay proceed to collect that liability with the automatic stay deemed lifted for that purpose and the debtors shall have no right to reinstate the stay except by: (1) showing that in fact they did not default; or (2) immediately making up all missed payments before filing any motion to reinstate the stay.
 - b. Any default on the obligation to remain current with postpetition tax obligations above shall similarly entitle to the United States to collect the full amount of the then-existing tax liability by any lawful means unless any tax owed is fully paid with interest and penalties and/or any unfiled return that is filed within thirty days of notice of default (subject to obtaining relief from the automatic stay if the bankruptcy discharge has not yet been entered). In addition, any failure to pay post-petition tax other than income tax for the 2022 year (for which a § 1305(b) claim will be filed and qualify as a priority claim), shall entitle the United States at its sole option to dismissal of the case with a one-year prohibition on filing another bankruptcy petition unless another creditor prefers conversion to

Chapter 7 and the Court rules in that creditor's favor. If the case is for any reason is converted to Chapter 7, the tax liabilities shall be deemed non-dischargeable under 11 U.S.C. § 523(a)(1)(C) as provided above and the IRS shall be entitled to an order immediately lifting the stay to permit collection of the nondischargeable liabilities for tax and interest as well as any penalties falling under § 523(a)(7).

- 5. During the plan term, the period of limitations on collection of the taxes is tolled under 26 U.S.C. § 6503(h). During the period following the plan term in which the remainder of the secured debt is to be paid in continued monthly installments, debtors agree that the period of limitations on collection of the taxes shall continue to be tolled and acknowledge that this is authorized as part of the settlement authority of the Attorney General under 26 U.S.C. § 7122 (and by analogy is authorized for IRS installment agreements under 26 U.S.C. § 6502(a)(2)(A)). Should it become necessary for the United States to file a suit for judgment in order to prevent the period of limitations on collection from expiring under § 6502(a), as a result of a default under this Agreement or otherwise, the McKinneys shall consent to judgment promptly after any such suit is filed and service of process is made on them.
- 6. This constitutes the entire agreement of the parties and may not be modified except in writing signed by all parties, except that a party may unilaterally waive a right of that party under this Agreement if done in writing signed on behalf of that party and no waiver of any right at any time shall be construed to require additional waivers of a similar nature.
- 7. In the event of any inadvertent inconsistency between the terms of this Agreement and any confirmed Chapter 13 plan, the United States shall have the right to have the plan be modified to make it consistent with this Agreement.

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Should confirmation of a plan consistent with this Agreement be denied without leave to submit a superseding plan that is consistent with this Agreement, this Agreement shall be null and void.

8. When signed on behalf of the McKinneys this document shall constitute a settlement offer and the signature of the Assistant United States Attorney shall certify that acceptance of the offer has been approved on behalf of the Attorney General. This Agreement is not understood to make any concessions on behalf of the bankruptcy estate and therefore it is the parties' position that a motion to approve this Agreement under Bankruptcy Rule 9019 separate from confirmation of a plan consistent herewith is not required and confirmation of a plan consistent with this Agreement shall be understood to subsume approval of the terms of this Agreement.

Dated this of, 2023.	
	On behalf of the IRS:
	<u>s/</u> Theresa M. Anzivino, AUSA
Dated this <u>20th</u> of <u>October</u>	, 2023.
	On behalf of Jennifer and Israel McKinney:
	s/Jennifer McKinney

s/Jennifer McKinney
Jennifer McKinney, Debtor

<u>s/Israel McKinney</u> Israel McKinney, Debtor

s/Greg P. Pittman
Greg P. Pittman, Debtors' Attorney

UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF WISCONSIN

In re: ISRAEL and JENNIFER McKINNEY Chapter 13

Case No.: 22-11558

REQUEST TO AMEND UNCONFIRMED CHAPTER 13 PLAN

- 1. This request to amend an unconfirmed Chapter 13 Plan supersedes all prior requests to amend the Plan and includes all proposed amendments. Terms not fully stated here or in the original Plan are not part of the Plan.
- 2. Service: A certificate of service must be filed with this request for plan amendment, together with the amended Western Wisconsin Local Form 3015-1.1.
- 3. Designate one of the following:

A copy of this proposed amendment has been served on the parties (the debtor, the trustee, the United States Trustee and all creditors) as required by Fed. R. Bank. P. 3015(g); or

A motion requesting limited service is being filed simultaneously with the Court.

4. I request the following amendment of the Chapter 13 Plan filed with the Court:

Plan is amended to incorporate IRS post-plan payment agreement, include estimated Section 1305 post-petition tax claim and increase of attorneys fees

All remaining terms of the original Chapter 13 plan are unaffected. In the event of a conflict between the terms of the original Plan and the terms of this amendment, the terms of this amendment will control.

WHEREFORE, each Debtor requests the Court approve this proposed amendment to the original Chapter 13 Plan.

UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF WISCONSIN

n Bankruptcy No:
1

ISRAEL McKINNEY and JENNIFER McKINNEY

Debtors. Case No: 22-11558

NOTICE OF AMENDED CHAPTER 13 PLAN

PLEASE TAKE NOTICE, that the debtors, Israel and Jennifer McKinney, by their attorneys, PITTMAN & PITTMAN LAW OFFICES, LLC by Greg P. Pittman, has filed an Amended Chapter 13 Plan. A copy of said Amended Plan is attached thereto.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the Court to approve said motion, or if you want the Court to consider your views on the motion, then on or before *November 10, 2023*, you or your attorney must file with the Court, in writing, your position in said matter and request a hearing and file your original document with the *United States Bankruptcy Court, 120 N Henry Street, Rm. 340, Madison, WI 53703* and a copy to *Greg P. Pittman, 712 Main Street, La Crosse, Wisconsin 54601*. If you mail your response to the Court for filing, you must mail it early enough so the Court will receive it on or before the date stated above.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought by the motion and may enter an order granting that relief.

Dated this 20th day of October, 2023, at La Crosse, Wisconsin.

PITTMAN & PITTMAN LAW OFFICES, LLC

By: s/Greg P. Pittman

Greg P. Pittman Attorney No: 1073787 Attorney for Debtors 712 Main Street La Crosse, WI 54601 (608) 784-0841

UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF WISCONSIN

In Re:	In Bankruptcy No:
ISRAEL McKINNEY and JENNIFER McKINNEY	
Debtors.	Case No: 22-11558
AFFI	DAVIT OF SERVICE BY MAIL
STATE OF WISCONSIN COUNTY OF LA CROSSE)) SS)
dated October 18, 2023, Request to An on attached list either by electronic file handling which bore the sender's name	ally sworn states that a true copy of the Amended Chapter 13 Plan mend, and Notice of Amend Plan was served upon the individuals ing or by enclosing the same in an envelope postpaid for first class e and return address and addressed to each such individual at their eposited in a U.S. Post Office depository in La Crosse, Wisconsin on
Subscribed and sworn to before me	<u>s/Wanda Nickelotti</u> Wanda Nickelotti
this <u>20th</u> day of October, 2023. <u>s/Greg P. Pittman</u> Greg P. Pittman, Notary Public My Commission is permanent.	_

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Label Matrix for local noticing 0758-1 Case 1-22-11558-rmb Western District of Wisconsin w

Western District of Wisconsin www.wiwb.uscour

Eau Claire

Fri Oct 20 12:40:48 CDT 2023

Theresa M. Anzivino U.S. Department of Justice 222 West Washington Avenue Suite 700

Madison, WI 53703-2775

Credit Bureau Data Inc Attn: Bankruptcy 518 State Street Po Box 2288

La Crosse, WI 54602-2288

Enhanced Recovery Company Attn: Bankruptcy 8014 Bayberry Road Jacksonville, FL 32256-7412

IRS - Centralized Insolvency Operations P.O. Box 7346
Philadelphia, PA 19101-7346

Marine Credit Union Attn: Collections Dept P.O. Box 309 Onalaska, WI 54650-0309

Jennifer McKinney 429 S. 2nd St. N. #322 West Salem, WI 54601

SOUTHEASTERN EMERGENCY PHYSICIANS, LLC c/o Wakefield & Associates, LLC PO Box 51272 Knoxville, TN 37950-1272

U.S. Trustee's Office 780 Regent Street, Suite 304 Madison, WI 53715-2635

Wisconsin Department of Revenue Special Procedures Unit P.O. Box 8901 Madison, WI 53708-8901 American Accounts & Advisers Attn: Bankruptcy Po Box 250 Cottage Grove, MN 55016-0250

Nathan Baney DOJ-Tax Civil Trial Section, Central Region P.O. Box 7238

Credit Collection Services Attn: Bankruptcy 725 Canton St Norwood, MA 02062-2679

Washington, DC 20044-7238

Gundersen Health System 1900 South Ave. La Crosse, WI 54601-5496

(p)US ATTORNEY'S OFFICE WESTERN DISTRICT OF W ATTN ESA ANZIVINO 222 WEST WASHINGTON AVENUE SUITE 700 MADISON WI 53703-2775

Marine Cu Attn: Bankruptcy Po Box 309 Onalaska, WI 54650-0309

(p)NATIONAL SERVICE BUREAU 18912 NORTH CREEK PARKWAY SUITE 205 BOTHELL WA 98011-8016

Secretary of Treasury Treasury Department 1500 Pennsylvania Avenue N.W. Washington, DC 20220-0001

VISTA RADIOLOGY PC c/o Wakefield & Associates, LLC PO Box 51272 Knoxville, TN 37950-1272 (p) AMERICOLLECT INC PO BOX 2080 MANITOWOC WI 54221-2080

Bonneville Collections Po Box 150621 Ogden, UT 84415-0621

Department of Treasury - Internal Revenue Se PO Box 7346 Philadelphia, PA 19101-7346

(p) MARK HARRING ATTN STANDING TRUSTEE 122 WEST WASHINGTON AVENUE SUITE 500 MADISON WI 53703-2758

Sam E. Kaufman Vande Zande & Kaufman, LLP 408 E. Main Street PO Box 430 Waupun, WI 53963-0430

Israel R. McKinney W5441 Innsbruck Rd West Salem, WI 54669-9316

Greg P. Pittman Pittman & Pittman Law Offices, LLC 712 Main Street La Crosse, WI 54601-4121

Securities and Exchange Commission 175 West Jackson Boulevard Suite 900 Chicago, IL 60604-2908

(p) WAKEFIELD & ASSOCIATES PO BOX 51272 KNOXVILLE TN 37950-1272

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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Americollect, Inc. PO Box 1566 Manitowoc, WI 54221 Mark Harring 122 West Washington Ave. Suite 500 Madison, WI 53703-2578 Internal Revenue Service United States Attorney's Office 222 West Washington Avenue, Suite 700 Madison, WI 53703

National Service Bureau, Inc 18912 North Creek Parkway Suite 205 Bothwell, WA 98011 Wakefield & Associates Attn: Bankruptcy 7005 Middlebrook Pike Knoxville, TN 37909

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Marine Credit Union

(d)Wisconsin Dept. of Revenue Special Procedures Unit - PO Box 8901 Madison, WI 53708-8901 End of Label Matrix
Mailable recipients 27
Bypassed recipients 2
Total 29